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12
13 UNITED STATES DISTRICT COURT

14 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

15
16 JANE DOE, an individual, and all those
similarly situated,

17 Plaintiffs,

18 vs.

19 TESLA, INC.; BROOKFIELD PROPERTIES
20 (USA II) LLC DBA GALLERIA AT TYLER;
JABARI BARTON MARQUIS; AND DOES
21 1 - 100, inclusive,

22 Defendants.

Case No. 5:24-cv-02226-JAK-SP

*[Hon. John A. Kronstadt, Dist. Judge; Hon.
Sheri Pym, Mag. Judge]*

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28 **STIPULATION AND PROTECTIVE
ORDER**

Trial Date: None Set

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary or
3 private information for which special protection from public disclosure and from use for any
4 purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby
5 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends only to the
8 limited information or items that are entitled to confidential treatment under the applicable legal
9 principles.

10 2. GOOD CAUSE STATEMENT

11 The plaintiff in this action seeks information, records, and communications regarding
12 confidential materials, including but not limited to: the design and development of the Tesla App,
13 including the design and development of the phone key and locking system, consumer information,
14 and consumer complaints. This action is likely to involve trade secrets, research, design,
15 development, commercial, financial, technical and/or proprietary information for which special
16 protection from public disclosure and from use for any purpose other than prosecution of this action
17 is warranted. Such confidential and proprietary materials and information consist of, among other
18 things, confidential business or financial information, information regarding confidential business
19 practices, or other confidential research, development of technology, or commercial information
20 (including information that may implicate privacy rights of third parties), information otherwise
21 generally unavailable to the public, or which may be privileged or otherwise protected from
22 disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly,
23 to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality
24 of discovery materials, to adequately protect information the parties are entitled to keep confidential,
25 to ensure that the parties are permitted reasonable necessary uses of such material in preparation for
26 and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of
27 justice, a protective order for such information is justified in this matter. It is the intent of the parties
28 that information will not be designated as confidential for tactical reasons and that nothing be so

1 designated without a good faith belief that it has been maintained in a confidential, non-public
2 manner, and there is good cause why it should not be part of the public record of this case.

3 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

4 The parties further acknowledge, as set forth in Section 14.3, below, that this Stipulated
5 Protective Order does not entitle them to file confidential information under seal; Local Civil Rule 79-
6 5 sets forth the procedures that must be followed and the standards that will be applied when a party
7 seeks permission from the court to file material under seal. There is a strong presumption that the public
8 has a right of access to judicial proceedings and records in civil cases. In connection with non-
9 dispositive motions, good cause must be shown to support a filing under seal. See Kamakana v. City
10 and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors Corp., 307
11 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D.
12 Wis. 1999) (even stipulated protective orders require good cause showing), and a specific showing of
13 good cause or compelling reasons with proper evidentiary support and legal justification, must be made
14 with respect to Protected Material that a party seeks to file under seal. The parties' mere designation
15 of Disclosure or Discovery Material as CONFIDENTIAL does not— without the submission of
16 competent evidence by declaration, establishing that the material sought to be filed under seal qualifies
17 as confidential, privileged, or otherwise protectable—constitute good cause.

18 Further, if a party requests sealing related to a dispositive motion or trial, then compelling
19 reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly
20 tailored to serve the specific interest to be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665,
21 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or
22 introduced under seal, the party seeking protection must articulate compelling reasons, supported by
23 specific facts and legal justification, for the requested sealing order. Again, competent evidence
24 supporting the application to file documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in its entirety will
26 not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then
27 a redacted version for public viewing, omitting only the confidential, privileged, or otherwise
28 protectable portions of the document, shall be filed. Any application that seeks to file documents under

1 seal in their entirety should include an explanation of why redaction is not feasible.

2 4. DEFINITIONS

3 4.1 Action: *Jane Doe v. Tesla, Inc., et al.*, United States District Court, Central
4 District of California, Eastern Division, Civil Action No. 5:24-cv-02226-JAK-SP.

5 4.2 Challenging Party: a Party or Non-Party that challenges the designation of information
6 or items under this Order.

7 4.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
9 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

10 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

11 4.5 Designating Party: a Party or Non-Party that designates information or items that it
12 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

13 4.6 Disclosure or Discovery Material: all items or information, regardless of the medium or
14 manner in which it is generated, stored, or maintained (including, among other things, testimony,
15 transcripts, and tangible things), that are produced or generated in disclosures or responses to
16 discovery.

17 4.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
18 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
19 consultant in this Action.

20 4.8 House Counsel: attorneys who are employees of a party to this Action. House
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 4.9 Non-Party: any natural person, partnership, corporation, association or other legal
23 entity not named as a Party to this action.

24 4.10 Outside Counsel of Record: attorneys who are not employees of a party to this
25 Action but are retained to represent a party to this Action and have appeared in this Action on
26 behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and
27 includes support staff.

28 4.11 Party: any party to this Action, including all of its officers, directors, employees,

1 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2 4.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
3 in this Action.

4 4.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
5 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
6 storing, or retrieving data in any form or medium) and their employees and subcontractors.

7 4.14 Protected Material: any Disclosure or Discovery Material that is designated as
8 “CONFIDENTIAL.”

9 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
10 Producing Party.

11 5. SCOPE

12 The protections conferred by this Stipulation and Order cover not only Protected Material (as
13 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,
14 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the trial judge and
17 other applicable authorities. This Order does not govern the use of Protected Material at trial.

18 6. DURATION

19 Once a case proceeds to trial, information that was designated as CONFIDENTIAL or
20 maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public
21 and will be presumptively available to all members of the public, including the press, unless compelling
22 reasons supported by specific factual findings to proceed otherwise are made to the trial judge in
23 advance of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for
24 sealing documents produced in discovery from “compelling reasons” standard when merits-related
25 documents are part of court record). Accordingly, the terms of this protective order do not extend
26 beyond the commencement of the trial.

27 7. DESIGNATING PROTECTED MATERIAL

1 7.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-
2 Party that designates information or items for protection under this Order must take care to limit any such
3 designation to specific material that qualifies under the appropriate standards. The Designating Party must
4 designate for protection only those parts of material, documents, items or oral or written communications
5 that qualify so that other portions of the material, documents, items or communications for which
6 protection is not warranted are not swept unjustifiably within the ambit of this Order.

7 Mass, indiscriminate or routinized designations are prohibited. Designations that are shown
8 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
9 encumber the case development process or to impose unnecessary expenses and burdens on other
10 parties) may expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it designated for
12 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
13 that it is withdrawing the inapplicable designation.

14 7.2 Manner and Timing of Designations. Except as otherwise provided in this Order,
15 or as otherwise stipulated or ordered, Disclosure of Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents, but
19 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
20 affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to
21 each page that contains protected material. If only a portion of the material on a page qualifies for
22 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
23 appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection need not
25 designate them for protection until after the inspecting Party has indicated which documents it would
26 like copied and produced. During the inspection and before the designation, all of the material made
27 available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
28 identified the documents it wants copied and produced, the Producing Party must determine which

1 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
3 that contains Protected Material. If only a portion of the material on a page qualifies for protection,
4 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins).

6 (b) for testimony given in depositions that the Designating Party identifies the
7 Disclosure or Discovery Material on the record, before the close of the deposition all protected
8 testimony.

9 (c) for information produced in some form other than documentary and for any
10 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
11 container or containers in which the information is stored the legend “CONFIDENTIAL.” If only
12 a portion or portions of the information warrants protection, the Producing Party, to the extent
13 practicable, shall identify the protected portion(s).

14 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
15 designate qualified information or items does not, standing alone, waive the Designating Party’s
16 right to secure protection under this Order for such material. Upon timely correction of a designation,
17 the Receiving Party must make reasonable efforts to assure that the material is treated in accordance
18 with the provisions of this Order.

19 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 8.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
21 confidentiality at any time that is consistent with the Court’s Scheduling Order.

22 8.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
23 process under Local Rule 37-1 et seq.

24 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
25 stipulation pursuant to Local Rule 37-2.

26
27 8.4 The burden of persuasion in any such challenge proceeding shall be on the Designating
28 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose

unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

9. ACCESS TO AND USE OF PROTECTED MATERIAL

9.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A)

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks

1 a protective order, the Receiving Party shall not produce any information in its possession or control
2 that is subject to the confidentiality agreement with the Non-Party before a determination by the
3 Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
4 seeking protection in this court of its Protected Material.

5 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
6 MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
8 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
9 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
10 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
11 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
12 Order, and (d) request such person or persons to execute the “Acknowledgment an Agreement to Be
13 Bound” attached hereto as Exhibit A.

14 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
15 OTHERWISE PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
17 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
18 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
19 to modify whatever procedure may be established in an e-discovery order that provides for
20 production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),
21 insofar as the parties reach an agreement on the effect of disclosure of a communication or
22 information covered by the attorney-client privilege or work product protection, the parties may
23 incorporate their agreement in the stipulated protective order submitted to the court.

24 14. MISCELLANEOUS

25 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
26 its modification by the Court in the future.

27 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order,
28 no Party waives any right it otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
2 Party waives any right to object on any ground to use in evidence of any of the material covered
3 by this Protective Order.

4 14.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
5 must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant
6 to a court order authorizing the sealing of the specific Protected Material. If a Party's request to file
7 Protected Material under seal is denied by the court, then the Receiving Party may file the
8 information in the public record unless otherwise instructed by the court.

9 15. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 6, within 60 days of a
11 written request by the Designating Party, each Receiving Party must return all Protected Material to
12 the Producing Party or destroy such material. As used in this subdivision, "all Protected Material"
13 includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing
14 any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving
15 Party must submit a written certification to the Producing Party (and, if not the same person or entity,
16 to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all
17 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not
18 retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing
19 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
20 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
21 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
22 and expert work product, even if such materials contain Protected Material. Any such archival copies
23 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
24 Section 6 (DURATION).

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 12, 2025

Fred J. Knez, Esq.
Andrew J. Knez, Esq.
Matthew J. Knez, Esq.
KNEZ LAW GROUP, LLP

By: /s/ Fred J. Knez

Fred J. Knez, Esq.
Andrew J. Knez, Esq.
Matthew J. Knez, Esq.
Attorneys for Plaintiff Jane Doe

DATED: September 24, 2025

DANA ALDEN FOX
MICHELLE SOTO
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: /s/ Michelle Soto

DANA ALDEN FOX
MICHELLE SOTO
Attorneys for Defendant TESLA, INC.

DATED: September 24, 2025

Jonathan V. Kaaria, Esq.
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

By: /s/ Jonathan V. Kaaria

Jonathan V. Kaaria, Esq.
Attorneys for Defendant TYLER MALL
LIMITED PARTNERSHIP (incorrectly
denominated "BROOKFIELD PROPERTIES
(USA II) LLC DBA GALLERIA AT TYLER)

1 GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: October 6, 2025

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6 Hon. Sheri Pym
United States Magistrate Judge
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EXHIBIT A

I, _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *Jane Doe v. Tesla, Inc., et al.*, Civil Action No. 5:24-cv-02226-JAK-SP. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Name of individual: _____

Present occupation/job description: _____

Name of Company or Firm: _____

Address: _____

Dated: _____

[Signature]